

U.S. Patent Application No. 10/736,689

P24656.TD (S 854/US/Cont)

PATENT APPLICATION
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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12/14/04

Applicant	:	Jean-François MERINO et al.)	
Appln. No.	:	10/736,689)	Group Art Unit 3618
Docket No.	:	P24656)	Examiner Hau PHAN
Customer No.	:	7055)	Confirmation No. 4134
Filed	:	December 17, 2003)	
Title	:	BOARD OF A GLIDING APPARATUS AND GLIDING APPARATUS INCLUDING SUCH BOARD)	

TERMINAL DISCLAIMER

Commissioner for Patents
U.S. Patent and Trademark Office
220 20th Street South
Customer Window, Mail Stop *Amendment*
Crystal Plaza Two, Lobby, Room 1B03
Arlington, VA 22202

Sir:

Your petitioner, SALOMON S.A., a corporation of the country of France, whose business address is Lieudit "La Ravoire," 74370 Metz-Tessy, France, represents that by an assignment recorded in the U.S. Patent and Trademark Office on October 18, 2001 at Reel 012267, Frame 0804, it is the assignee of record of the entire right, title and interest in each of the following:

- U.S. Patent Application No. 10/736,689, filed on December 17, 2003, hereinafter "the instant application"; and
- U.S. Patent Application No. 09/915,454, filed on July 27, 2001, which has issued on February 10, 2004 as U.S. Patent No. 6,688,632, hereinafter "the US '632 patent".

Your petitioner, SALOMON S.A., hereby disclaims the terminal part of any patent granted on the instant application which would extend beyond the expiration date of the full

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statutory term defined in 35 USC 154 to 156 and 173, as presently shortened by any terminal disclaimer, of the US '632 patent, and hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that the legal title to such patent so granted on the instant application shall be the same as the legal title to the US '632 patent, this agreement to run with such patent so granted on the instant application and to be binding upon the grantee, its successors, or assigns.

Your petitioner, SALOMON S.A., does not disclaim any terminal part of any patent granted on the instant application prior to the expiration date of the full statutory term of the US '632 patent in the event that the US '632 patent later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or further terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term, except for the failure of common ownership stated above.

Your petitioner, SALOMON S.A., certifies that the aforementioned assignment documents have been reviewed and that to the best of the assignee's knowledge and belief, title to the instant application and title to the US '632 patent are in the assignee. Further, the assignee's undersigned representative, who is empowered to act on behalf of the assignee, hereby declares that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

October 13, 2004**Date**SALOMON S.A.Lieudit La Ravoire74370 METZ-TESSYFRANCE**Address****Name:** TURLEQUE Clotilde**Title:** General Counsel